

BEFORE

THE PUBLIC SERVICE COMMISSION OF

SOUTH CAROLINA

DOCKET NO. 2019-113-E

IN RE: Gregory M. Parker, Inc. (The Parker)
 Companies,)
)
 Complainant/Petitioner,)
)
 v.)
)
 South Carolina Electric & Gas)
 Company,)
)
 Defendant/Respondent)
)

**AFFIDAVIT AND
 VERIFICATION OF
 HENRY PARKS MOSS III**

PERSONALLY APPEARED BEFORE ME, Henry Parks Moss III, who first being duly sworn, deposes and states as follows:

1. My name is Henry Parks Moss III, I am over 18 years of age, and I am qualified and competent to make this affidavit and verification.

2. I make this affidavit and verification based upon my personal knowledge and my review of documents received and maintained in the ordinary course of business by Dominion Energy South Carolina, Inc. ("DESC" or "Company"), formerly South Carolina Electric & Gas Company ("SCE&G"), except as to those matters stated upon information and belief and, as to those matters, I believe them to be true.

3. On April 29, 2019, SCE&G changed its name to Dominion Energy South Carolina. SCE&G was the corporate entity providing electric service to Gregory M. Parker, Inc. (The Parker Companies) ("Parker") during the periods at issue in the Complaint filed by Parker and which is

pending in the above-captioned matter. For clarity and brevity, I use the terms “DESC” and the “Company” in this affidavit and verification to reference both SCE&G and DESC.

4. I am a Senior Account Manager at DESC. Among other job duties, I serve as a liaison and resource for the Company’s small and medium commercial customers regarding their electric service accounts.

5. I am familiar with the records of DESC that pertain to the commercial accounts held by Gregory M. Parker, Inc. (The Parker Companies) (“Parker”) and have personally worked on the documents, records, and issues pertaining to electric service rendered by DESC to the various stores owned and operated by Parker in South Carolina.

6. I assisted DESC’s attorneys in preparing the Company’s Answer dated April 29, 2019 and the Company’s Motion for Judgment on the Pleadings, to Dismiss, and to Hold Proceedings in Abeyance dated April 29, 2019 (“Motion”), which were filed in response to the Complaint of Parker filed with the Public Service Commission of South Carolina (“Commission”) on or about March 28, 2019. I have read the Answer and the Motion and verify that the information contained therein is true and accurate to the best of my knowledge, information, and belief.

7. In 2015, Parker’s expanded its operations in South Carolina with its store located at 16319 Whyte Hardee Boulevard, Hardeeville, South Carolina 29927 (“Store No. 54”) becoming its fifth location to take electric service from DESC.

8. At that time, I had several conversations with Ms. Patricia Sweat, who had been identified by Parker as a Business Contact and Accounts Payable Contact for matters pertaining to Parker’s electric service accounts and who was identified as the corporate Secretary for Parker. *See Attachment A attached hereto and incorporated herein by reference.*

9. In the course of those conversations, I advised Ms. Sweat that a review of the rates charged to Parker's then-existing stores should be conducted.

10. On or about August 11, 2015, I conducted a best rate analysis for certain of Parker's stores then operating in South Carolina and provided her with the information attached as Attachment B. however, Ms. Sweat refused to make a decision concerning a change in rates for these locations.

11. In or around mid-September 2015, I hand delivered to Ms. Sweat at Parker's office located in Savannah, Georgia another set of documents for the store located at 1705 Ribaut Road, Beaufort, South Carolina 29935 ("Store No. 48"). These documents included a General Services Agreement form to transfer Store No. 48 from Rate 9 to Rate 21, a copy of which is attached as Attachment C.

12. Additionally, on August 31, 2015, and on September 10, 2015, I prepared two updated best rate analyses for Store No. 48. Copies of these documents are attached as Attachment D. Although I do not have records specifically reflecting which of these documents were provided, I can affirm that I hand delivered to Ms. Sweat at least one, if not both, of these documents during my visit to Parker's Savannah, Georgia store in mid-September 2015.

13. I asked Ms. Sweat to provide the account review package to the appropriate person at Parker's who could make a decision about changing the applicable rate charged to Store No. 48.

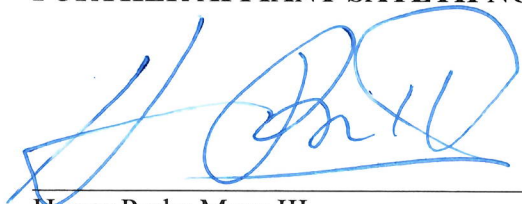
14. I received no response to the information provided in the account review package and received no further inquiries from Parker about its rate until June 2017.

[SIGNATURE PAGE FOLLOWS]

Exhibit No. 18

Page 4 of 4

FURTHER AFFIANT SAYETH NOT.


Henry Parks Moss III

SWORN TO AND SUBSCRIBED BEFORE ME

This 26th day of April 26, 2019.


Notary Public for the State of South Carolina

My Commission Expires: February 9, 2027

Business Contacts for Gregory M Parker Inc

Gregory M Parker Inc
469 Buckwalter Pkwy
Bluffton SC 29910
[REDACTED]

SCE&G Account Manager: Parks Moss
Other: Terri Heidman
Other: Gregory M Parker
Other: Gregory Parker
Other: Patricia Sweat

Gregory M Parker Inc
9227 Evan Way
Bluffton, SC 299210
[REDACTED]

SCE&G Account Manager: Parks Moss
Other: Terri Heidman
Other: Gregory M Parker
Other: Gregory Parker
Other: Patricia Sweat

Gregory M Parker Inc
7021 N Okatie Hwy
Ridgeland SC 29936
[REDACTED]

SCE&G Account Manager: Parks Moss
Other: Terri Heidman
Business Contact: Amy Lane
Other: Gregory M Parker
Other: Gregory Parker
Other: Patricia Sweat

Gregory M Parker Inc
16319 Whyte Hardee Blvd
Hardeeville SC 29927
[REDACTED]

SE&G Account Manager: Parks Moss
Other: Terri Heidman
Business Contact: Amy Lane
Other: Gregory M Parker
Other: Gregory Parker
Other: Patricia Sweat

Gregory M Parker Inc
12 Savannah Hwy
Beaufort SC 29906
[REDACTED]

SCE&G Account Manager: Parks Moss
Other: Terri Heidman
Business Contact: Amy Lane
Other: Gregory M Parker
Other: Gregory Parker
Other: Patricia Sweat

Gregory M Parker Inc
3462 Trask Pkwy (Gas Station)
Beaufort SC 29906
[REDACTED]

SCE&G Account Manager: Parks Moss
Other: Terri Heidman
Other: Gregory M Parker
Other: Gregory Parker
Other: Patricia Sweat

Gregory M Parker Inc
6200 Jennifer Ct
Bluffton SC 29910
[REDACTED]

SCE&G Account Manager: Parks Moss
Other: Terri Heidman
Business Contact: Amy Lane
Other: Gregory M Parker
Other: Gregory Parker
Other: Patricia Sweat

Gregory M Parker Inc
1705 Ribaut Rd
Port Royal SC 29935
[REDACTED]

SCE&G Account Manager: Parks Moss
Other: Terri Heidman
Business Contact: Amy Lane
Other: Gregory M Parker
Other: Gregory Parker
Other: Patricia Sweat

South Carolina Electric Gas Company
BestRate

Customer Name:	PARKER'S #48												
Date:	August 11, 2015												
Account Number:	[REDACTED]												
	1705 RIBAUT RD												
	PORT ROYAL, SC 29935												
Current Rate Plan:	09D												
	Current Monthly Totals												
	Calcd by PF	Actual	Actual	Actual	Gen Comm	TOU kWh	Med Comm						
Month	kW	kVA	kWh	Current Rate	Rate	Rate	Rate						
Jul-15	56	61	31,920	\$ 4,434	\$ 5,092	\$ 3,429	\$ 3,918						
Jun-15	50	54	28,040	\$ 3,894	\$ 4,475	\$ 3,205	\$ 3,477						
May-15	52	56	24,720	\$ 3,048	\$ 3,377	\$ 3,013	\$ 2,542						
Apr-15	49	53	27,800	\$ 3,422	\$ 3,795	\$ 3,191	\$ 2,675						
Mar-15	47	51	22,720	\$ 2,805	\$ 3,105	\$ 2,898	\$ 2,346						
Feb-15	43	47	21,560	\$ 2,565	\$ 2,948	\$ 2,831	\$ 2,231						
Jan-15	44	48	24,920	\$ 3,072	\$ 3,404	\$ 3,025	\$ 2,438						
Dec-14	42	46	22,520	\$ 2,781	\$ 3,078	\$ 2,886	\$ 2,280						
Nov-14	49	53	24,000	\$ 2,961	\$ 3,279	\$ 2,972	\$ 2,453						
Oct-14	50	54	29,480	\$ 3,626	\$ 4,023	\$ 3,288	\$ 2,789						
Sep-14	53	58	29,480	\$ 4,094	\$ 4,704	\$ 3,288	\$ 3,674						
Aug-14	49	53	27,040	\$ 3,755	\$ 4,317	\$ 3,147	\$ 3,383						
Totals	583	634	314,200	\$ 40,557	\$ 45,596	\$ 37,170	\$ 34,206						
AVG LF	74%	% compared to current			0 %	12 %	(8)%	(16)%					

Copy of Best Rate May15
8/11/2015

South Carolina Electric Gas Company
BestRate

Customer Name:		PARKER'S # 43											
Date:		August 11, 2015											
Account Number:		[REDACTED]											
		6200 JENNIFER CT											
		BLUFFTON, SC 29910											
Current Rate Plan:		09D											
		Current Monthly Totals											
		Calcd by PF		Actual	Actual	Gen Comm		TOU kWh		Med Comm		TOU kVA	
Month		kW	kVA	kWh		Current Rate	Rate	Rate	Rate	Rate	Rate	Rate	Rate
Jul-15		78	85	38,480	\$	5,346	\$	6,134	\$	3,992	\$	4,947	\$
Jun-15		74	80	33,360	\$	4,634	\$	5,321	\$	3,604	\$	4,466	\$
May-15		75	82	28,080	\$	3,456	\$	3,833	\$	3,336	\$	3,147	\$
Apr-15		74	80	30,960	\$	3,805	\$	4,224	\$	3,466	\$	3,284	\$
Mar-15		85	92	30,080	\$	3,698	\$	4,104	\$	3,637	\$	3,421	\$
Feb-15		75	82	27,760	\$	3,417	\$	3,789	\$	3,318	\$	3,128	\$
Jan-15		69	75	30,480	\$	3,747	\$	4,159	\$	3,345	\$	3,178	\$
Dec-14		76	83	28,240	\$	3,475	\$	3,855	\$	3,364	\$	3,172	\$
Nov-14		76	83	28,000	\$	3,446	\$	3,822	\$	3,350	\$	3,158	\$
Oct-14		81	88	33,200	\$	4,077	\$	4,528	\$	3,743	\$	3,541	\$
Sep-14		78	85	32,800	\$	4,556	\$	5,232	\$	3,664	\$	4,543	\$
Aug-14		84	91	32,000	\$	4,445	\$	5,105	\$	3,729	\$	4,627	\$
Totals		926	1,006	373,440	\$	48,101	\$	54,105	\$	42,548	\$	44,614	\$
AVG LF		55%	% compared to current			0 %		12 %		(12)%		(7)%	

Copy of Best Rate May15
8/11/2015

South Carolina Electric Gas Company
BestRate

Customer Name:	PARKER'S #33												
Date:	August 11, 2015												
Account Number:	[REDACTED]												
	469 BUCKWALTER PKWY												
	BLUFFTON, SC 29910												
Current Rate Plan:	020												
	Current Monthly Totals												
	Calcd by PF	Actual	Actual	Gen Comm		TOU kWh		Med Comm		TOU kVA			
Month	kW	kVA	kWh	Rate	009	Rate	016	Current Rate	020	Rate	021		
Jul-15	64	70	36,120	\$	5,018	\$	5,759	\$	3,671	\$	4,453		
Jun-15	70	76	36,640	\$	5,090	\$	5,842	\$	3,719	\$	4,605		
May-15	62	67	28,040	\$	3,451	\$	3,827	\$	3,205	\$	2,949		
Apr-15	64	70	28,760	\$	3,538	\$	3,925	\$	3,246	\$	3,024		
Mar-15	59	64	28,520	\$	3,509	\$	3,893	\$	3,232	\$	2,945		
Feb-15	58	63	23,360	\$	2,883	\$	3,192	\$	2,935	\$	2,633		
Jan-15	58	63	27,240	\$	3,354	\$	3,719	\$	3,158	\$	2,860		
Dec-14	55	60	27,920	\$	3,436	\$	3,811	\$	3,198	\$	2,868		
Nov-14	56	61	25,600	\$	3,155	\$	3,496	\$	3,064	\$	2,742		
Oct-14	56	61	29,520	\$	3,630	\$	4,028	\$	3,290	\$	2,972		
Sep-14	65	71	34,440	\$	4,784	\$	5,492	\$	3,574	\$	4,352		
Aug-14	68	74	33,360	\$	4,634	\$	5,321	\$	3,634	\$	4,330		
Totals	736	800	359,520	\$	46,482	\$	52,306	\$	39,926	\$	40,732		
AVG LF	67%	% compared to current			16 %	31 %	0 %	2 %					

Copy of Best Rate May15
8/11/2015

Exhibit No. 18**Attachment C****Page 1 of 3****South Carolina Electric & Gas Company
GENERAL SERVICE AGREEMENT**Effective Date: September 15, 2015

New Acct. #: _____ Old Acct. #: _____ Work Request #: _____
 Customer's Legal Name: Gregory M. Parker, Inc.
 DBA: Parker's #48
 Service Address: 1705 Ribaut Road City/State: Port Royal, SC Zip: 29935
 Billing Address: W. McDonough Street City/State: Savannah, GA Zip: 31401
 Tax ID #: _____ SIC: _____ NAICS: _____

DEPOSIT REQUIRED: \$ _____
 Satisfied By: Money _____ Irrev. Letter _____ Surety Bond _____
 Existing Service: X If existing, service account # _____
 Other: _____

REASON FOR AGREEMENT: New Customer: _____ Rate Change: X Other: _____
 If new Ownership _____, The Agreement supersedes Agreement # _____ Dated _____
 In the name of _____ DBA _____
 Other: _____

SERVICE INFORMATION:
 Distribution Voltage: 12.47 kV Service Method Underground transformer
 Delivery Voltage 208Y/120 Volts 3 Phase 4 Wire Wye Connected
 Point of Service: Secondary side of underground transformer
 Maximum Installed Capacity 225 kVA Dedicated Capacity 225 kVA

BILLING:
 Customer will be billed on Rate Schedule 21 Contract Demand 100 kVA
 Build up period of N/A months beginning with effective date.

Special Provisions/Extra Facilities/Explanations: For Underground service installation, the Company owns and will maintain the padmounted transformer, primary cable, primary protective equipment, and metering equipment. Customer owns and will maintain the concrete transformer pad and all circuits and equipment on load side of transformer terminals. Customer agrees to keep transformer and primary cable unencumbered and accessible to Company's maintenance vehicles and to keep transformer protected from vehicular traffic.

Termination: Should Customer terminate this Agreement for any reason, either during the initial term or any extension thereof, unless waived for reasons herein, Customer shall pay to Company a termination charge equal to the total installed cost of facilities dedicated solely for serving Customer, less any customer contribution to construction, less accumulated depreciation of the facilities funded by Company, less salvage value of all facilities dedicated solely for serving Customer, plus the cost of removal, all as determined by Company in accordance with its standard accounting practices; provided however, that the termination charge shall not be less than zero. Customers who terminate prior to the expiration of the initial term or any extension thereof shall also pay to Company a termination charge equal to 90% of the maximum demand set during the term times the number of months remaining in the contract period. Company may waive a portion or all of the termination charge where (1) a successor Agreement is executed prior to termination of this Agreement, (2) Customer is able to furnish Company with satisfactory evidence that a successor customer will occupy the premises within a reasonable time and execute Agreement for substantially the same facilities, or (3) the facilities for serving have been fully depreciated. Minimum termination notice is Two (2) Months after initial term is satisfied.

AGREEMENT

The Undersigned hereby makes application for electric service at the above service address and agrees to pay for said service as measured by Utility's meter at the applicable rate. The Utility shall have the right, but shall not be obligated, to inspect any installation before service is introduced, or at any later time and reserves the right to reject wiring, or appliances not in accordance with the official Code or Utility's Standards. Such inspection or failure to inspect or reject shall not be regarded as an insurance against defects in installation, wiring or appliances and shall not render Utility liable or responsible for any loss or damage, resulting from defects in installation, wiring or appliances, or from violation of the official Code(s) as might be applicable, or from accidents or occurrences which might occur upon applicant's premises. Initial Term Ends Five (5) Years After Effective Date.

The applicant, if the owner of the property, grants to the Utility the right to construct, reconstruct, maintain, and repair a service line and have free access to the premises of the applicant for the purpose of installing, inspecting, reading meters and repairing and/or removing property of the Utility when service is discontinued.

The applicant, if the owner of the property, agrees that all wiring, meters, and any kind of property placed on the premises by the Utility shall not constitute a part of the real estate, but shall remain personal property, title to which is retained by the Utility.

South Carolina Public Service Commission: This Agreement, is subject to the Company's "General Terms and Conditions" as approved by the Commission, and to the "Rules and Regulations" of the Commission, as the foregoing now exist or may be amended in the manner prescribed by law. This agreement is subject to review by the South Carolina Public Service Commission upon complaint by either party, or pursuant to its own motion, and the terms herein may be modified in whole or in part or declared null and void by the South Carolina Public Service Commission.

Gregory M. Parker, Inc.**South Carolina Electric & Gas Company**

By _____ By _____

(Print Name) _____ James G. Westmoreland, Jr.Title _____ Date _____ Title Mgr-Utility Services Support Date _____

STANDARD CONDITIONS

Supply and Use: Company agrees to sell and Customer agrees to buy from Company all purchased electric energy, capacity, related transmission services and any related distribution services required by Customer for use on its premises covered hereunder. Resale by Customer of energy, capacity, related transmission or related distribution services is not permitted.

Creditworthiness: Company, in order to satisfy itself of the ability of the Customer to meet its obligations under the contract may conduct periodic reasonable credit reviews in accordance with standard commercial practices. Customer agrees to assist in these reviews by providing financial information and at the request of the Company, will maintain such credit support or surety including but not limited to, an unconditional and irrevocable letter of credit to provide adequate security for protection against the risk of nonpayment.

Service Application, Deposit and Release: Prior to receiving service, Customer or its Agent must: (a) Ensure that an application for service is made to Company, either in person at one of Company's commercial offices or through the Company representative coordinating the service arrangements; (b) Post a service deposit with Company (as determined by Company in accordance with S.C. Public Service Commission regulations), unless waived by Company in favor of other satisfactory assurance for payment of bills; and (c) Ensure that any inspections required by governmental authorities having jurisdiction are completed and notice thereof is given to the Company.

Commencement of New Service: Company and Customer shall make every reasonable effort to have their respective facilities ready for service by the **Service Date** stated on Page 1. If conditions should change, the affected party shall immediately notify the other.

Assignment: Neither Party shall assign this Agreement or its rights hereunder without the prior written consent of the other Party, which consent may be withheld in the exercise of its sole discretion.

Term: This Contract shall commence on the **Effective Date** (the date on which this contract is fully executed) and shall continue for the full **Initial Term**, unless an early termination is mutually agreed upon. Thereafter, it will extend automatically until terminated by either party giving the other a written **Minimum Termination Notice**. Billing for service rendered hereunder shall commence on the **Service Date** (the date customer contracts for service under the tariff applicable to this contract) or the date that service is first made available, whichever is later, or in accordance with terms stated under **Special Provisions**.

Termination: Should Customer terminate this contract and disconnect service for any reason, either during the initial term or any extension thereof unless waived as provided for herein, Customer shall pay to the Company a facilities termination charge equal to (a) the total installed cost of facilities dedicated solely for serving Customer, (b) less any Customer contribution to construction, (c) less accumulated depreciation of the facilities funded by Company, (d) less salvage value of all facilities dedicated solely for serving Customer, (e) plus the cost of removal (including any associated environmental investigation/remediation costs related to a spill or release of hazardous substances caused by Customer or those paid or incurred by the Company which were not the result of negligence on the part of the Company), all as determined by Company in accordance with its standard accounting practices; provided, however, that the termination charge shall not be less than zero. Customers who terminate prior to the expiration of the initial term or any extension thereof may also be required to pay to Company a demand termination charge equal to 90% of the maximum demand set during the term times the demand rate in effect at the time of termination times the number of months remaining in the contract period.

Approval Initials

 For Customer

 For Company

Exhibit No. 18
Attachment C
Page 3 of 3

Company may waive a portion or all of the termination charges where (1) a successor contract is executed prior to termination of this Contract, or (2) Customer is able to furnish Company with satisfactory evidence that a successor customer will occupy the premises within a reasonable time and contract for substantially the same service facilities. If deregulation should occur during the term of this contract, the above demand termination charge, after deregulation, will be determined by appropriate governing authority(ies) rules at that time. The termination charges above shall not preclude additional termination charges approved by the SCPSC or imposed by law.

Impaired Service: Customer shall be responsible for installing and maintaining on its system such protective equipment as necessary for protecting its equipment from single phase conditions, momentary interruptions or voltage fluctuations arising from conditions on its system or from Company's supply lines. Customer shall not operate its equipment of such nature and in such manner as to impose voltage flicker, surges, or harmonics on Company's system that adversely affects the Company's system or its service to other Customers. Adverse conditions verifiable as of Customer origin shall be corrected promptly by Customer or upon Notice Company may discontinue service until the conditions are corrected. Customer agrees to keep Company equipment unencumbered and accessible at all times.

Load Increase: If Customer contemplates a load increase which may exceed the **Maximum Capacity** stated on Page 1, Customer shall give Company written notice of planned increase, with sufficient lead time for Company to enlarge its facilities. In such cases this Contract may be amended by mutual consent of the parties to reflect any changes in the service characteristics, applicable charges or conditions of service.

Facility Relocation: Should Customer request Company to relocate any of its facilities, or take any action which will require Company to relocate its facilities, Customer shall reimburse Company for the costs incurred.

Hold Harmless: Company and Customer do respectively assume full responsibility for the maintenance and operation of the facilities owned and/or operated by each, and each shall indemnify and except as hereafter limited, shall hold the other harmless from any loss resulting from bodily injury (including death) or damage of property arising directly or indirectly out of any negligent or willful act or failure to act on the indemnitor's part in the installation, maintenance, operation, replacement and/or removal of the facilities owned and operated by each. Neither party shall be liable to the other in any event, whether in contract, tort or otherwise, for any loss of revenue, profits, use of production, costs of capital or purchased or replacement power, interest, business interruption, claims of customers or any other incidental, indirect or consequential damages of any nature whatsoever. Customer(s) acknowledge(s) the presence of overhead and/or underground power lines and understands that contact with them could cause serious injury or death.

South Carolina Public Service Commission: This Contract, the **Billing Rate** referenced on Page 1, and all services rendered hereunder, are subject to the Company's "General Terms and Conditions" as approved by the Commission, and to the "Rules and Regulations" of the Commission, as the foregoing now exist or may be amended in the manner prescribed by law. The billing Rate and General Terms and Conditions are attached and made a part hereof; Rules and Regulations are made a part by reference and are available upon request. This contract is specifically intended to survive deregulation or retail access.

Bold Print Terms: Bold Print terms reference the corresponding completed blanks on Page 1.

Approval Initials

For Customer

For Company

South Carolina Electric Gas Company
BestRate

Customer Name:	PARKER'S #48									
Date:	August 31, 2015									
Account Number:	[REDACTED]									
	1705 RIBAUT RD									
	PORT ROYAL, SC 29935									
Current Rate Plan:	09D									
	Current Monthly Totals									
	Calcd by PF	Actual	Actual							
Month	kW	kVA	kWh							
Jul-15	56	61	31,920	\$	4,434	\$	4,380	\$	3,429	\$ 3,733
Jun-15	50	54	28,040	\$	3,894	\$	3,850	\$	3,205	\$ 3,359
May-15	52	56	24,720	\$	3,048	\$	3,215	\$	3,013	\$ 2,601
Apr-15	49	53	27,800	\$	3,422	\$	3,613	\$	3,191	\$ 2,745
Mar-15	47	51	22,720	\$	2,805	\$	2,957	\$	2,898	\$ 2,433
Feb-15	43	47	21,560	\$	2,665	\$	2,807	\$	2,831	\$ 2,324
Jan-15	44	48	24,920	\$	3,072	\$	3,241	\$	3,025	\$ 2,527
Dec-14	42	46	22,520	\$	2,781	\$	2,931	\$	2,886	\$ 2,373
Nov-14	49	53	24,000	\$	2,961	\$	3,122	\$	2,972	\$ 2,528
Oct-14	50	54	29,480	\$	3,626	\$	3,830	\$	3,288	\$ 2,851
Sep-14	53	58	29,480	\$	4,094	\$	4,047	\$	3,288	\$ 3,523
Aug-14	49	53	27,040	\$	3,755	\$	3,713	\$	3,147	\$ 3,277
Totals	583	634	314,200	\$	40,557	\$	41,706	\$	37,170	\$ 34,274
AVG LF	74%	% compared to current		0 %			3 %		(8)%	(15)%

South Carolina Electric Gas Company
BestRate

Customer Name:	PARKER'S #48									
Date:	September 10, 2015									
Account Number:	[REDACTED]									
	1705 RIBAUT RD									
	PORT ROYAL, SC 29935									
Current Rate Plan:	09D									
	Current Monthly Totals									
	Calcd by PF	Actual	Actual							
Month	kW	kVA	kWh							
Jul-15	56	61	31,920							
Jun-15	50	54	28,040							
May-15	52	56	24,720							
Apr-15	49	53	27,800							
Mar-15	47	51	22,720							
Feb-15	43	47	21,560							
Jan-15	44	48	24,920							
Dec-14	42	46	22,520							
Nov-14	49	53	24,000							
Oct-14	50	54	29,480							
Sep-14	53	58	29,480							
Aug-14	49	53	27,040							
Totals	583	634	314,200							
AVG LF	74%	% compared to current					0 %	12 %	5 %	(9)%

SOUTH CAROLINA ELECTRIC & GAS COMPANY

RATE 21

GENERAL SERVICE
TIME-OF-USE-DEMAND
(Page 1 of 2)

AVAILABILITY

This rate is available to any customer using the Company's standard service for power and light requirements and having a contract demand of 50 KVA and a maximum demand of less than 1,000 KVA. It is not available for resale service.

CHARACTER OF SERVICE

Alternating current, 60 hertz, three phase, metering at the delivery voltage which shall be standard to the Company's operation.

RATE PER MONTH

I. Basic Facilities Charge:	\$	195.00	
II. Demand Charge:			
A. On-Peak Billing Demand:			
1. Summer Months of June-September @	\$	21.77	per KVA
2. Non-Summer Months of October-May @	\$	14.69	per KVA
B. Off-Peak Billing Demand			
1. All Off-Peak Billing Demand @	\$	4.68	per KVA
III. Energy Charge:			
A. On-Peak kWh			
1. Summer Months of June-September @	\$	0.08434	per kWh
2. Non-Summer Months of October-May @	\$	0.05495	per kWh
B. Off-Peak kWh			
1. All Off-Peak @	\$	0.04235	per kWh

BILLING DEMAND

The billing demands will be rounded to the nearest whole KVA. The maximum integrated fifteen minute demand for any period may be recorded on a rolling time interval.

For the summer months, the on-peak billing demand shall be the maximum integrated fifteen minute demand measured during the on-peak hours of the current month.

For the non-summer months, the on-peak billing demand will be the greater of: (1) the maximum integrated fifteen minute demand measured during the on-peak hours of the current month, or (2) eighty percent (80%) of the maximum integrated demand occurring during the on-peak hours of the preceding summer months.

The off-peak billing demand shall be the greatest of the following positive differences: (1) the maximum integrated fifteen minute demand measured during the off-peak hours minus the on-peak billing demand, (2) the contract demand minus the on-peak billing demand or (3) 50 KVA minus the on-peak billing demand.

DETERMINATION OF ON-PEAK AND OFF-PEAK HOURS

A. On-Peak Hours During Summer Months:

June-September:

The on-peak summer hours are defined as the hours between 1:00 p.m.-9:00 p.m., Monday-Friday, excluding holidays.*

B. On-Peak Hours During Non-Summer Months:

May and October:

The on-peak non-summer hours are defined as the hours between 1:00 p.m.-9:00 p.m., Monday-Friday, excluding holidays.*

November-April:

The on-peak non-summer hours are defined as these hours between 6:00 a.m.-12:00 noon and 5:00 p.m.-9:00 p.m., Monday-Friday, excluding holidays.*

C. Off-Peak Hours:

The off-peak hours in any month are defined as all hours not specified as on-peak hours.

*Holidays are: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

Exhibit No. 19
Page 2 of 2**SOUTH CAROLINA ELECTRIC & GAS COMPANY****ELECTRICITY****RATE 21****GENERAL SERVICE**
TIME-OF-USE-DEMAND
(Page 2 of 2)**ADJUSTMENT FOR FUEL, VARIABLE ENVIRONMENTAL & AVOIDED CAPACITY, AND DISTRIBUTED ENERGY RESOURCE COSTS**

Fuel costs of \$.02546 per kWh are included in the energy charge and are subject to adjustment by order of the Public Service Commission of South Carolina. A charge of \$5.37 per account per month will be added to the charges above for the recovery of approved Distributed Energy Resource Program incremental costs.

DEMAND SIDE MANAGEMENT COMPONENT

The energy charges above include a DSM component of \$.00182 per kWh for Demand Side Management expenses.

PENSION COST COMPONENT

The energy charges above include a Pension Costs component of \$.00033 per kWh as approved by the Public Service Commission of South Carolina.

STORM DAMAGE COMPONENT

Inclusion of a storm damage component has been indefinitely suspended until further order of the Public Service Commission of South Carolina.

CAPITAL COST RIDER COMPONENT

The above charges reflect the Capital Cost Component Rider adjustment as approved by the Public Service Commission of South Carolina.

TAX RIDER

The above charges will be reduced by 3.07% to reflect the Tax Rider as approved by the Public Service Commission of South Carolina.

SALES AND FRANCHISE TAX

To the above will be added any applicable sales tax, franchise fee or business license tax which may be assessed by any state or local governmental body.

PAYMENT TERMS

All bills are net and payable when rendered.

SPECIAL PROVISIONS

The Company will furnish service in accordance with its standard specifications. Non-standard service will be furnished only when the customer pays the difference in costs between non-standard service and standard service or pays to the Company its normal monthly facility charge based on such difference in costs.

TERM OF CONTRACT

The contract terms will depend on the conditions of service. No contract shall be written for a period less than five (5) years. A separate contract shall be written for each meter at each location.

GENERAL TERMS AND CONDITIONS

The Company's General Terms and Conditions are incorporated by reference and a part of this rate schedule.



Matthew W. Gissendanner
Assistant General Counsel

matthew.gissendanner@scana.com

September 7, 2017

VIA ELECTRONIC MAIL

Mr. Chad Campbell
South Carolina Office of Regulatory Staff
1401 Main Street, Suite 900
Columbia, South Carolina 29201
ccampbe@regstaff.sc.gov

Re: Complaint of Gregory M. Parker, Inc.

Dear Mr. Campbell,

On August 25, 2017, the South Carolina Office of Regulatory Staff (“ORS”) requested that South Carolina Electric & Gas Company (“SCE&G” or the “Company”) assist its investigation of a complaint filed by Gregory M. Parker, Inc., an entity within The Parker Companies (“Parker”). In investigating this complaint, ORS submitted to SCE&G a request for information and documents, to which the Company responded on September 5, 2017. As subsequently requested by ORS and by way of this letter, SCE&G herein further responds to the allegations set forth in the complaint.¹

Background

SCE&G offers two electric service plans that predominantly serve its small and medium-sized business customers—Rate 9, also known as the Company’s “General Service Rate” (“Rate 9”); and Rate 20, also known as the Medium General Service Rate (“Rate 20”). Rate 9 and Rate 20 differ in the character of the electric service supplied by SCE&G and the manner in which the corresponding rates and charges are calculated.

Specifically, Rate 9 “is available to customers using the Company’s standard service which is specified as a single point of delivery per premises from an existing overhead distribution system for general light and/or power purposes such as commercial, industrial, religious, charitable and eleemosynary institutions.” See Exhibit A, Rate 9 – General Service Rate. This rate does not establish a minimum demand requirement for service and does not charge the customer for excess demand

¹ The Company incorporates herein by reference its responses submitted to ORS on September 5, 2017.

Mr. Chad Campbell
September 7, 2017
Page 2 of 6

less than 250 kilovolt-amperes ("kVA") per month. As a result, Rate 9 customers receive from the Company firm service at the point of delivery generally without significant limitation on or requirements pertaining to their electric service needs. Importantly, there also is no long-term commitment required to receive service under Rate 9. Accordingly, most of the premises owned and occupied by SCE&G's small and medium-sized business customers are supplied with electric service pursuant to the rates, terms, and conditions of Rate 9.

By comparison, Rate 20 is available to any non-residential customer using the Company's standard service for power and light requirements and having a contract demand of 75 kVA or over. Therefore, customers receiving electric service at a metered location under Rate 20 are billed a monthly minimum contract demand of 75kVA. If this minimum level of demand is required by a customer, SCE&G may have to modify its electric system to meet the customer's service needs. For this reason, among others, a customer is only eligible for Rate 20 if it enters into a written contract, or General Service Agreement ("GSA"), with the Company for a period of five (5) years during which the customer agrees to pay, at a minimum, the basic facilities charge and the minimum demand charge, thereby enabling SCE&G to recover costs associated with providing a level of service that is more demanding on SCE&G's electric system. As a result, whether a customer qualifies for and would benefit from Rate 20, as compared to Rate 9, depends upon the character of the customer's load, the demand the customer places on the Company's system, and each customer's willingness to enter into an extended contract for electric service.

Due to the 5-year contract term and the minimum demand required under Rate 20, twelve (12) months of a customer's usage history is preferable in order to assess whether such a rate is appropriate for the account prior to a customer executing a GSA for Rate 20. However, if a customer insists on selecting Rate 20 prior to gathering 12 months of usage history, SCE&G will accommodate the request provided that the customer's account meets the availability requirements of the rate. In addition, the customer at any time may contact SCE&G to review and request a rate change and, upon request, the Company will confer, advise, and assist the customer with selecting the appropriate rate. Regardless, whether or not it is in a customer's interest to select Rate 20 rather than Rate 9 is highly individualistic, and SCE&G does not assume any responsibility to make the choice for the customer as to whether Rate 20 is in the customer's best interests.

Response to Complaint

Parker asserts that it first began receiving service from its stores located at 9227 Evan Way, Bluffton, SC 29910 ("Store 32") and 469 Buckwalter Parkway, Bluffton, SC 29910 ("Store 33") and chose to receive service under Rate 20 for these locations. Notwithstanding this acknowledgement that Parker knew of Rate 20 and

Mr. Chad Campbell
September 7, 2017
Page 3 of 6

how to obtain service under it, Parker complains that SCE&G “switch[ed] from Rate 20 to Rate 9 ... the third and subsequent stores ... without authority, direction or knowledge by Parker[]” and requests that ORS require the Company to refund the alleged overpayments in addition to interest and penalties.

As an initial matter, SCE&G denies any allegation of wrongdoing and asserts that Parker’s complaint fails to allege a sufficient factual basis to support its claim or to demonstrate that the Company violated any applicable statute, law, regulation, or order within the jurisdiction of the South Carolina Public Service Commission or the Office of Regulatory Staff.²

Nevertheless, SCE&G first responds that Parker has inaccurately characterized the nature of the electric service rendered by the Company and the applicable rates charged for each of the stores since Parker’s account was first opened. Parker asserts that it began receiving service for Store 32 on December 24, 2008, choosing Rate 20 for this store after executing a GSA. However, as reflected in the Company’s records and the documents previously provided to ORS, Parker first took service for Store 32 on or about December 16, 2008. Because there was no account history for this store and because Parker did not request otherwise, SCE&G initially established the account on Rate 9. Almost two years later, Parker requested to change the rate for Store 32 to Rate 20 and executed a GSA to this effect on or about September 20, 2010. As a courtesy to Parker, SCE&G agreed to retroactively apply Rate 20 to this account to the beginning of September 2010.

Similarly, Parker first began receiving service at Store 33 on or about October 29, 2010. Again, because there was no account history for this store and because Parker did not request otherwise, SCE&G initially established this account on Rate 9. Approximately six months later, on May 2, 2011, Parker executed a GSA to convert Store 33 to Rate 20 and, again as a courtesy, SCE&G agreed to retroactively apply Rate 20 to this account to March 2011.

Parker’s assertions that these two stores have always received service under Rate 20 therefore are without merit. Moreover, Parker’s account history at these stores demonstrates that it had actual knowledge that Rate 20 was available, that it was required to execute a five-year GSA for each individual store to receive service under Rate 20 for those stores, and that, in the absence of such an agreement, SCE&G would provide service under Rate 9. *See* Rate 20 Tariff (providing that no contract shall be written for a period of less than five years and that a separate contract shall be written for each meter). *See also* 10 S.C. Code Ann. Regs. 103-330(c) (requiring the Company to provide “each residential and small commercial customer to whom more

² Any statement or allegation set forth in the complaint not specifically admitted herein is denied.

Mr. Chad Campbell
September 7, 2017
Page 4 of 6

than one rate schedule is reasonably available a clear and concise summary of the existing rate schedules applicable to the customer's class of service at least once a year."); SCE&G's September 5, 2017 Response to ORS, Attachment 1 (summary of available electric rates included annually as a bill insert to all non-residential customers).

Even so, Parker alleges that SCE&G "changed the rates" from Rate 20 to Rate 9 "without express authorization by Parker's and without notification or warning by SCE&G." To the contrary and just as was the case with Stores 32 and 33, each of Parker's remaining six stores received service under Rate 9 from the time service began because these stores did not have 12 months of usage history to allow the Company to analyze the effect of the different rates and Parker did not request that these stores be served under Rate 20. SCE&G therefore did not "change" the rates for these stores from Rate 20 to Rate 9 as alleged and it was only after Parker requested and executed GSAs for these stores that SCE&G converted Parker's accounts to Rate 20.

Parker's assertion that it did not have notice that the six other stores were receiving service pursuant to Rate 9 also is unavailing. As reflected in Attachment A hereto, each of the bills issued for these stores clearly identifies that the applicable rate plan as of the date the stores first began receiving service was "009-General Service" and Parker acknowledges in its complaint that the bills were received by its accounting department. *See also* SCE&G's September 5, 2017 Response to ORS, Attachment 3 (Letter from Parker to SCE&G requesting that service be transferred to Gregory M. Parker, Inc. and enclosing a copy of a bill plainly reflecting that the store received service under Rate 9). One of the purposes of the Commission requirement that SCE&G include the applicable rate schedule on its bills is so that the customer can confirm that the bill is being calculated based on the correct rate (and prevent a situation such as this where a customer suddenly claims that it was "unknowingly" being billed incorrectly for several years). That Parker chose either to not read its bills or to not read them carefully does not diminish the notice provided by the bill. In addition, in 2015, SCE&G made an attempt to discuss a possible rate change with Parker but Parker did not request to change the rate until June 5, 2017, at which time SCE&G transferred the accounts to Rate 20 as requested. Parker therefore received notice each month that the six stores were on Rate 9 and could have at any point requested service to these locations be transferred to Rate 20 but failed to do so until recently.

Parker's complaint that all of its stores should have been placed on Rate 20 by default because Stores 32 and 33 were receiving service under that rate also is baseless. As discussed previously, whether or not a location would benefit from Rate 20 as opposed to Rate 9 depends upon the character of the customer's load, the demand the customer places on the Company's system, and each customer's

Mr. Chad Campbell
September 7, 2017
Page 5 of 6

willingness to enter into an extended contract for electric service. For instance, myriad factors such as the materials used in constructing the building, the direction the building is facing, the amount of sunlight entering the building's windows, the building's energy efficiency, the type of HVAC equipment installed in the building, the building's lighting needs, the hours of operation of the facility, number and type of electrical fixtures, the average number of customers per hour, and a host of other variables all affect the nature of service rendered to and required by individual facilities. Similarly, a customer may be willing to enter into a five-year contract for one location but not for another.

It is therefore impossible for SCE&G to know whether a new location will have the same service requirements and characteristics as another existing location. As a demonstration of this fact, SCE&G notes that Parker's complaint recognizes that its Store 48 is currently receiving service under Rate 21, not Rate 20 and therefore evidences that different stores may benefit from different rates. For this reason, it is the responsibility of the customer, not SCE&G, to either request a specific rate at the time service to a location is established or for the customer to request the Company's assistance in analyzing whether another rate structure would be beneficial at a particular location. See SCE&G's General Terms and Conditions, Section I.E ("It is the responsibility of the Customer to select the Rate and the Company will not assume responsibility for the choice.").

Finally, although SCE&G disputes and denies the claims set forth in the complaint, the Company asserts that some or all of the claims are barred pursuant to the applicable statute of limitations or other applicable law. S.C. Code Ann. § 58-27-960.

Conclusion

In sum, SCE&G denies that it wrongfully or inappropriately rendered service to Parker's stores under Rate 9 or that it was obligated in any way to serve these locations under Rate 20. Pursuant to SCE&G's General Terms and Conditions, Parker, as well as the Company's other customers, are responsible for selecting the applicable rate structure for a given location. Even though Parker had both constructive and actual notice that six of its locations were receiving service under Rate 9 and that it could elect to receive service under Rate 20, it failed to notify SCE&G of such an interest. Parker also failed to execute a GSA for these locations, which, by the plain language of the tariff, is a prerequisite for receiving service under Rate 20. Accordingly, Parker's complaint is without merit and the relief requested therein should be denied.

Mr. Chad Campbell
September 7, 2017
Page 6 of 6

If you have any questions or concerns, please do not hesitate to contact us.

Very truly yours,



Matthew W. Gissendanner



April B. Sharpe
Manager of Consumer Services

VIA E-MAIL

October 5, 2017

Blake L. Greco, Esq.
General Counsel
The Parker Companies
17 West McDonough Street
Savannah, Georgia 31401

RE: ORS FILE 2017-E-1655

Dear Mr. Greco:

This letter is in response to the Parker Companies ("Parker's") complaint filed at the Office of Regulatory Staff ("ORS") against SCE&G ("SCE&G" or "Company".) In the complaint Parker's states it was overcharged by SCE&G as a result of being placed on Rate 9 rather than Rate 20 for Stores 43, 48, 54, 55, 58, and 59. The relief sought as specified in the complaint requests that SCE&G refund Parker's the overpayments it made as a result of being placed on Rate 9 rather than Rate 20 from the date of commencement for each store until the error was discovered.

The ORS contacted SCE&G for assistance to investigate and respond to the complaint. I have attached a copy of SCE&G's response for your records. I have also attached SCE&G's responses to supplemental questions from the ORS. During the investigation of Parker's complaint, ORS thoroughly examined SCE&G's processes for application of service and processes for determining and selecting a rate for a non-residential customer. ORS found the processes relating to application of service to be in compliance with the Public Service Commission's ("PSC") Rules and Regulations. The application of service is in writing. ORS also found the processes relating to the required communication of rates to be in compliance with the PSC Rules and Regulations. ORS found the process relating to a change of rate to be in compliance with the PSC Rules and Regulations. The Company provided a welcome packet within sixty (60) days, provided an annual rate list, and entered into the General Service Agreement for Rate 20 with the Customer, at the Customer's request.

When investigating a consumer complaint, ORS considers the complaint in the context of the PSC's Rules and Regulations. Upon review of Parker's complaint and the Company's responses, ORS found no areas of non-compliance with the PSC's Rules and Regulations or the Company's PSC approved General Terms and Conditions as they pertain to this matter. Though no areas of non-compliance were identified, ORS concludes the Company's application, rate determination and selection process for a non-residential customer could be enhanced to allow for a more efficient process for the consumer.

The following PSC Regulations pertain to application of service and rate selection:

103-341. Applications for Service

- 1. Method. Applications for service may be oral or in writing.*
- 2. Obligation. The applicant shall, at the option of the electrical utility, be required to sign a service agreement or a contract. In the absence of such service agreement or contract, the accepted application shall constitute a contract between the electrical utility and the applicant, obligating the applicant to pay for service in accordance with the electrical utility's tariff or rate schedule currently on file with the commission and the ORS, and to comply with the commission's and the electrical utility's rules and regulations governing service supplied by the electrical utility.*

103-330. Customer Information

- B. Provide to each new residential and small commercial customer, within sixty days of application for service, a clear and concise explanation of the available rate schedules for the class of service for which the customer makes application for service.*
- C. Provide to each residential and small commercial customer to whom more than one rate schedule is reasonably available a clear and concise summary of the existing rate schedules applicable to the customer's class of service at least once a year.*
- G. Upon request, inform its customers as to the method of reading meters, as to billing procedures and shall assist customers in selecting the most economical rate schedule applicable and method of metering the service, except as otherwise provided for by the commission.*

In SCE&G's response, the Company did not offer the requested relief sought by Parker's.

If you are not satisfied with the outcome in this matter, you have the right to file your complaint with the PSC. To file a complaint with the PSC, you must complete the PSC's complaint form available online at www.psc.sc.gov. The completed form must then be mailed to the PSC at 101 Executive Center Drive, Suite 100, Columbia, S.C. 29210.

If you have any questions, please contact me via e-mail at ccampbe@regstaff.sc.gov. or
at 803-737-5194.

Sincerely,


Chad Campbell
Consumer Services
Office of Regulatory Staff

Attachments

cc: SCE&G (VIA E-MAIL)

Summary of Non-Residential Electric Rates

RATE 3, Municipal Power Service, is available to municipal customers for municipally owned and operated facilities including public buildings and pumping stations. This rate requires a written contract for a minimum term of 10 years.

RATE 9, General Service, is available to commercial, industrial, religious and charitable organizations including temporary and large construction service. It is an energy rate with a KVA demand charge for all KVA in excess of 250 during the billing months of June through September.

RATE 10, Small Construction Service, is available as a temporary single-phase-only service to buildings under construction.

RATE 11, Irrigation Service, is a time-of-use rate available to drive pumps and systems supplying water for irrigation purposes only. Service requires a written contract with a minimum term of 10 years.

RATE 12, Church Service, is available to recognized churches. Service is not available under this rate for churches offering activities of a commercial nature such as day care, camps or recreational activities.

RATE 13, Municipal Lighting, is available to municipal customers for municipally owned and operated facilities for lighting streets and other public places and for operating signal systems. This rate requires a written contract for a minimum term of 10 years.

RATE 14, Farm Service, is available for use on farms for producing but not processing agricultural, dairy, poultry, and meat products. Motors rated in excess of 20 HP cannot be served under this rate.

RATE 15, Supplemental and Standby Service, is available to provide Qualifying Facilities with service when their equipment is unavailable or when they require power above that normally generated by such equipment.

RATE 16, General Service Time-of-Use, is a seasonal time-of-use rate available to customers having an on-peak demand of less than 1,000 KW. This is an energy-only rate.

RATE 20, Medium General Service, is available as a combination demand and energy rate for customers having a minimum billing demand of 75 KVA. This rate requires a written contract for a minimum term of five years.

continued

RATE 21, General Service Time-of-Use Demand, is a seasonal time of use rate available to customers having a minimum contract demand of 50 KVA and a maximum demand of less than 1,000 KVA. This is a combination demand and energy rate. This rate requires a written contract for a minimum term of five years.

RATE 22, School Service, is available to non-boarding schools with grades K-12. Service is not available under this rate for schools offering activities of a commercial nature such as day care, camps or recreational activities.

RATE 23, Industrial Power Service, is available as a combination demand and energy rate to industrial customers having a minimum billing demand of 1,000 KW. This rate requires a written contract for a minimum term of five years.

A RIDER TO RATES 20 AND 23 FOR COOL THERMAL STORAGE is available to encourage removal of air conditioning load from the system peak.

RATE 24, Large General Service Time-of-Use, is a seasonal on-peak and off-peak consumption (KWH) and demand (KW) rate available to customers having a minimum billing demand of 1,000 KW. This rate requires a written contract for a minimum term of five years.

A RIDER TO RATES 23 AND 24 FOR INTERRUPTIBLE SERVICE is available for customers willing to be exposed to interruption during certain hours up to a total number of annual hours, which offers a credit against the demand charge.

RATE 28, Small General Service Time-of-Use Demand, is an experimental rate that bills a seasonal on-peak KW demand charge and a monthly off-peak KW demand charge. The maximum on-peak monthly billing demand for this rate is 100 KW. This rate also bills an energy charge for on/off-peak KWH. It is limited to a maximum of 25 non-net metering customers and requires a written contract for a period of not less than one year.

LIGHTING RATES, Various mercury vapor, metal halide, LED and high pressure sodium fixtures are available for flood, street and private overhead lighting. These rates require written contracts.

Copies of rates are available from any SCE&G business office or online at sceg.com.

www.sceg.com

